

**STANDARD FORM OF TENDER DOCUMENT
FOR
PROCUREMENT OF WORKS
(For Smaller Contracts)**



M/s _____

Contract No. _____

**NATIONAL HIGHWAY AUTHORITY
Sindh-North Region
Sukkur**



DETAIL OF CONTRACT:

Name of Tenderer M/s

CONTRACT NO. _____.

LOCATION **Km** _____.

ROUTE _____.

ESTIMATED COST **Rs.** _____.

EARNEST MONEY(2%) **Equals to Estimated Cost.**

FINANCIAL BIDS SUBMITTED ON **28th March 2019**

PERIOD OF COMPLETION **03-MONTHS**

DEFECT LIBILITY PERIOD **06-MONTHS**

PERTICULARS OF DEPOSIT AT CALL: _____

ISSUED BY: _____



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**INVITATION
TO
TENDERERS**

INVITATION TO TENDERERS

Date: _____
Tender Reference No.: _____

1. The Employer invites sealed tenders from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category and duly qualified with the Employer for the Works.
2. A complete set of Tender Documents may be purchased by interested eligible tenderers on submission of a written application to the above office and upon payment of a non-refundable fee of Rupees _____(Insert Amount). Tenderers may acquire the Tender Documents from the Office of the Employer, at _____ (Mailing Address).
3. All tenders must be accompanied by a Tender Security in the amount of Rs. _____ (Rupees _____) and must be delivered to _____(Indicate Address and Exact Location) at or before _____ hours, on _____ (Date). Tenders will be opened at _____ hours on _____ (Date) in the presence of tenderers' representatives who choose to attend.

Note: The Employer to enter the requisite information in blank spaces.

**INSTRUCTIONS
TO TENDERERS
&
TENDERING DATA**

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INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

(Note: These Instructions to Tenderers (IT) alongwith Tendering Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

IT.1 Scope of Tender & Source of Funds

1.1 Scope of Tender

The Employer as defined in the Tendering Data (hereinafter called “the Employer”) wishes to receive tenders for the Works summarized in the Tendering Data (hereinafter referred to as “the Works”).

Tenderers must quote for the complete scope of work. Any tender covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Employer has arranged funds from its own sources. or _____

IT.2 Eligible Tenderers

2.1 Tendering is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works above Rs. 10 million.
- b) duly pre-qualified with the Employer (if applicable).

IT.3 Cost of Tendering

3.1 The tenderer shall bear all costs associated with the preparation and submission of its tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

B. TENDER DOCUMENTS

IT.4 Contents of Tender Documents

4.1 The Tender Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Clause IT.6.1.

1. Instructions to Tenderers & Tendering Data
2. Forms of Tender & Schedules to Tender
Schedules to Tender comprise the following:

- (i) Schedule A: Schedule of Prices
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works

3. Conditions of Contract & Contract Data

4. Standard Forms:

- (i) Form of Tender Security
- (ii) Form of Performance Security
- (iii) Form of Contract Agreement
- (iv) Form of Bank Guarantee for Advance Payment

5. Specification

6. Drawings, if any

IT.5 Clarification of Tender Documents

- 5.1 A prospective tenderer requiring any clarification(s) in respect of the Tender Documents may notify the Engineer/Employer at the Employer's address indicated in the Tendering Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than 10 days prior to the deadline for the submission of tenders. Copies of the Engineer/Employer's response will be forwarded to all prospective tenderers, at least 5 days prior to dead line for submission of Tenders, who have received the Tender Documents including a description of the enquiry but without identifying its source.

IT.6 Amendment of Tender Documents

- 6.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Tender Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Tender Documents. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer may at its discretion extend the deadline for submission of tenders.

C. PREPARATION OF TENDERS

IT.7 Language of Tender

7.1 The tender prepared by the tenderer and all correspondence and documents relating to the Tender, exchanged by the tenderer and the Employer shall be written in the English language, provided that any printed literature furnished by the tenderer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Tender, the English translation shall govern.

IT.8 Documents Comprising the Tender

8.1 The tender prepared by the tenderer shall comprise the following components:

- (a) Covering Letter
- (b) Form of Tender duly filled, signed and sealed, in accordance with Clause IT.14.3.
- (c) Schedules (A to E) to Tender duly filled and initialed, in accordance with the instructions contained therein & in accordance with Clause IT14.3.
- (d) Tender Security furnished in accordance with Clause IT.13.
- (e) Power of Attorney in accordance with Clause IT 14.5.
- (f) Documentary evidence in accordance with Clause IT.11
- (g) Documentary evidence in accordance with Clause IT.12.

IT.9 Sufficiency of Tender

9.1 Each tenderer shall satisfy himself before Tendering as to the correctness and sufficiency of his Tender and of the rates and prices entered in the Price Schedule, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The tenderer is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the tender and entering into a Contract for execution of the Works.

IT.10 Tender Prices, Currency of Tender and Payment

- 10.1 The tenderer shall fill up the Schedule of Prices (Schedule A to Tender) indicating the unit rates and prices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the tenderer shall remain fixed during the Tenderers performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the tenderer in the currency as stipulated in Tendering Data.

IT.11 Documents Establishing Tenderer's Eligibility and Qualifications

- 11.1 Pursuant to Clause IT.8, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 11.2 Tenderer/Manufacturer must possess and provide evidence of the experience as stipulated in Tendering Data.

IT.12 Documents Establishing Works Conformity to Tender Documents

- 12.1 The documentary evidence of the Works' conformity to the Tender Documents may be in the form of literature, drawings and data and shall furnish documentation as set out in Tendering Data.
- 12.2 The tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IT.13 Tender Security

- 13.1 Each tenderer shall furnish, as part of his tender, a Tender Security in the amount stipulated in Tendering Data in Pak. Rupees in the form of Deposit at call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 days beyond the tender validity date.
- 13.2 Any tender not accompanied by an acceptable Tender Security shall be rejected by the Employer as non-responsive.
- 13.3 The tender securities of unsuccessful tenderers will be returned upon award of contract to the successful tenderer or on the expiry of validity of Tender Security whichever is earlier.

- 13.4 The Tender Security of the successful tenderer will be returned when the tenderer has furnished the required Performance Security, pursuant to Clause IT.21 and signed the Contract Agreement, pursuant to Clause IT.20.2 & 20.3.
- 13.5 The Tender Security may be forfeited:
- (a) if a tenderer withdraws his tender during the period of tender validity;
 - (b) if a tenderer does not accept the correction of his Tender Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful tenderer, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IT.21, or
 - (ii) sign the Contract Agreement, in accordance with Clause IT.20.2 & 20.3.

IT.14 Validity of Tenders, Format, Signing and submission of Tender

- 14.1 Tenders shall remain valid for the period stipulated in the Tendering Data after the date of tender opening.
- 14.2 All Schedules to Tender are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Tender except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the tender may be rejected.
- 14.4 Each tenderer shall prepare Original and number of copies specified in the Tendering Data of the documents comprising the tender as described in Clause IT.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the tenderer to act for and on behalf of the tenderer. All pages of the tender shall be initialed and official seal be affixed by the person or persons signing the tender.
- 14.6 The Tender shall be delivered in person or sent by registered mail at the address to Employer as given in Tendering Data.

IT.15 Deadline for Submission, Modification & withdrawal of Tenders

- 15.1 Tenders must be received by the Employer at the address/provided in Tendering Data not later than the time and date stipulated therein.
- 15.2 Tenders submitted through telegraph, telex, fax or e-mail shall not be considered.

- 15.3 Any tender received by the Employer after the date and time of tender opening prescribed in Tendering Data will be returned unopened to such tenderer.
- 15.4 Any tenderer may modify or withdraw his tender after tender submission provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of tenders.
- 15.5 No tender may be modified by a tenderer after the deadline for submission of tenders. Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender may result in forfeiture of the Tender Security pursuant to Clause IT.13.5(a).

E. TENDER OPENING AND EVALUATION

IT.16 Tender Opening & Clarification and Evaluation

- 16.1 The Employer will open the tenders, in the presence of tenderers' representatives who choose to attend, at the time, date and location stipulated in the Tendering Data.
- 16.2 The tenderer's name, Tender Prices, any discount, the presence or absence of Tender Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the tender opening.

Any Tender Price or discount which is not read out and recorded at tender opening will not be taken into account in the evaluation of tender.

- 16.3 To assist in the examination, evaluation and comparison of Tenders the Engineer/Employer may, at its discretion, ask the tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-clause IT.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each tender to the Tender Documents. For purpose of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender Documents without material deviations. It will include to determine the requirements listed in Tendering Data.
- (b) Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Tender price entered in Form of Tender and the total shown in Schedule of Prices-Summary, the amount

stated in the Form of Tender will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the tenderer does not accept the corrected amount of Tender, his Tender will be rejected and his Tender Security forfeited.

- 16.5 A Tender determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the tenderer by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other tenderers.
- 16.7 The Engineer/Employer will evaluate and compare only the tenders previously determined to be substantially responsive pursuant to Sub-clauses IT.16.4 to 16.6 as per requirements given hereunder. Tenders will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Tender Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the tenderer complies with the Technical Provisions of the Tender Documents. For this purpose, the tenderer's data submitted with the tender in Schedule B to Tender will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the tender regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the tenders comply with the commercial/contractual conditions of the Tender Documents. It is expected that no major deviation/stipulation shall be taken by the tenderers.

16.8 Evaluated Tender Price

In evaluating the tenders, the Engineer/Employer will determine for each tender in addition to the Tender Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Tender Price:

- (i) making any correction for errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Tender Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other tenderers being evaluated in detail in their original Tenders for corresponding item. In case of non availability of price from other tenderers, the price will be estimated by the Engineer/Employer.

- (ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Tender Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Tender Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Tender Prices.

- (iii) Price Adjustment for Deviation in Terms of Payments

Refer to Tendering Data

IT.17 Process to be Confidential

- 17.1 Subject to Clause IT.16.3 heretofore, no tenderer shall contact Engineer/Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded.
- 17.2 Any effort by a tenderer to influence Engineer/Employer in the Tender evaluation, Tender comparison or Contract Award decisions may result in the rejection of his Tender.

F. AWARD OF CONTRACT

IT.18. Post-Qualification

- 18.1 In the absence of pre-qualification, the Employer will determine to its satisfaction whether the substantially responsive, lowest evaluated tenderer is qualified to satisfactorily perform the Contract.
- 18.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted under Clause IT.11, as well as such other information as the Employer deems necessary and appropriate.

IT.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-clause IT.19.2, the Employer will award the Contract to the tenderer whose tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest evaluated Tender Price, provided that such tenderer has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IT.18.
- 19.2 Not with standing Sub-clause IT.19.1, the Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

IT.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer in writing ("Letter of Acceptance") that his tender has been accepted.
- 20.2 Within 7 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful tenderer the Form of Contract Agreement provided in the Tender Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful tenderer shall be executed within 7 days of the receipt of Form of Contract Agreement by the successful tenderer from the Employer.

IT.21 Performance Security

- 21.1 The successful tenderer shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful tenderer to comply with the requirements of Sub-clauses IT.20.2 & 20.3 or clause 21 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

TENDERING DATA

(This section should be filled in by the Engineer/Employer before issuance of the Tender Documents. The following specific data for the Works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Tenderers. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Tenderers.)

Instructions to Tenderers

Clause Reference

1.1 National Highway Authority through its General Manger of the Region.

Brief Description of Works

- 2.1 (a) The “Work” is defined as “Road/Bridge” Works
(b) Delete words in line 2 “above Rs.10.00 million”
(c) delete and add “duly pre-qualified with the NHA in Punjab and other Provinces in the appropriate Category.

13.3Delete “instruction to tenders” for line 1

- 5.1 (a) Employer’s address:
General Manager (Sindh-North)
National Highway Authority
NHA Complex Airport Road Sukkur, Pakistan
Phone: 071-9310550, Fax: 071-9310551

- (b) Engineer’s address:

6.2 Add at the end “the acknowledgement receipt is to be ensured with Courier/GPO written response”

10.3 Tender shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The tenderer/manufacturer has the financial, technical and production capability necessary to perform the Contract as follows:_____

12.2 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Tender, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Tender Security**

13.2 Add words “complete in amount and duration“ before the “Tender security” in line 1.

13.3 Delete and replace with

“the tender security of unsuccessful tenderers will be returned after fourteen (14) days of opening the tender, except the three lowest bidders whose security will be released after award of the Contract or expiry of the bid validity”

14.1 **Period of Tender Validity**

14.4 **Number of Copies of the Tender to be Submitted**

One original plus two (02) copies duly marked.

14.5 (a) **Employer's Address for the Purpose of Tender Submission**

(b) **Name and Identification Number of the Contract**

Tender for Contract N/A
Works _____ (Particulars of Tender) for
_____ (name of Project)

(c) **Warning**

DO NOT OPEN BEFORE _____.

15.1 **Deadline for Submission of Tenders**

As per NIT.

15.5 Substitute “is received by the employer prior to the deadline for submission of tenderers” with “is submitted along with tender at the time of submission of tender”

16.1 **Venue, Time, and Date of Tender Opening**

As per NIT.

16.4 **Responsiveness of Tenders**

- (i) the Tender is valid till required period,
- (ii) the Tender prices are firm during currency of contract (if it is a fixed price tender)
- (iii) completion period offered is within specified limits,
- (iv) the Tenderer/Manufacturer is eligible to Tender and possesses the requisite experience,
- (v) the Tender does not deviate from basic technical requirements and
- (vi) the Tenders are generally in order, etc.

FORMS OF TENDER AND SCHEDULES TO TENDER

FORM OF TENDER

(LETTER OF OFFER)

Tender Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Tender Documents including Instructions to Tenderers, Tendering Data, Conditions of Contract, Contract Data, Specification, Drawings, if any,. Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Tender Price of Rupees _____ (_____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Tender.
3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Tender Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of 28 days beyond the period of validity of Tender.
4. We undertake, if our Tender is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Tender for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Tender is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Tender you may receive.
9. We do hereby declare that the Tender is made without any collusion comparison of figures or arrangement with any other person or persons making a Tender for the Works.

Dated this _____ day _____ Signature _____ in the capacity of _____
_____ duly authorized to sign tenders for and on behalf of _____
(Name of Tenderer in Block Capitals)

Address _____

Witness: _____

SCHEDULES TO TENDER INCLUDE THE FOLLOWING:

- Schedule A to Tender: Schedule of Prices
- Schedule B to Tender: Specific Works Data
- Schedule C to Tender: Works to be Performed by Subcontractors
- Schedule D to Tender: Proposed Programme of Works
- Schedule E to Tender: Method of Performing Works

SCHEDULE – A TO TENDER

SCHEDULE OF PRICES

<u>Sr.No.</u>		<u>Page No.</u>
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2.	Schedule of Prices	26
	(a) Summary of Tender Prices	
	(b) Detailed Schedule of Prices	

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract , Contract Data together with the Specification and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Tender Documents. Tenders must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Tender Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Tender Documents shall comply with the ‘System International’ Unites (SI Units).

(Note:The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the tenderer shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be

SCHEDULE – A TO TENDER

made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

4.5 (a) The tenderer shall be deemed to have obtained all information as to and all requirements related thereto which may affect the tender price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

*(Employer may modify as appropriate)

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Tender Prices

5.1 Break-up of Tender Prices

The various elements of Tender Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The tenderer shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Tender Price

The total of tender prices in the Schedule of Prices shall be entered in the Summary of Tender Prices.

3. Provisional Sums

9.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilise such sums.

SCHEDULE – A TO TENDER

SCHEDULE OF PRICES – SUMMARY OF TENDER PRICES

Item No.	Description	Quantity	Unit Rate	Total Amount
1.				
Total (to be carried to Summary of Tender Price)				

SCHEDULE B TO TENDER

***SPECIFIC WORKS DATA**

(To be prepared and incorporated by the Employer)

*(Note: The Employer shall spell out the information & data required to be fill out by the tenderer and to furnish complementary information).

SCHEDULE – C TO TENDER

WORKS TO BE PERFORMED BY SUBCONTRACTORS

The tenderer will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
--	--	---

Note:

1. No change of Sub-Contractors shall be made by the tenderer without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Subcontractors is guaranteed by the tenderer. The Employer's judgment shall be final as to the evaluation of the experience of Subcontractors submitted by the tenderer.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

SCHEDULE – D TO TENDER

PROPOSED PROGRAMME OF WORKS

Tenderer shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequences of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract. An ‘S’ curve or line graph will be provided indicating financial progress w.r.t. time based upon the proposed schedule of Work. This ‘S’ curve or line graph will be used to compare actual and planned financial Progress of the Project.

SCHEDULE – E TO TENDER

METHOD OF PERFORMING WORKS

The tenderer is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specification” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date 14 days after the date the Contract comes into effect or any other date agreed between the Parties.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges.

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change to the Specification and/or Drawings (if any) which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE EMPLOYER

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 Permits etc.

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer/Employer's Instructions

The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

One of the Engineer's/Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the Contract Data, or as otherwise notified by the Engineer/Employer to the Contractor from time to time.

3.2 Engineer's/Employer's Representative

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 **Contractor's Representative**

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 **Performance Security**

The Contractor shall furnish to the Employer within 14 days after receipt of Letter of Acceptance a Performance Security in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract Data.

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within 14 days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within 14 days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his tendered design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. **EMPLOYER'S RISKS**

6.1 **The Employer's Risks**

The Employer's Risks are;

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works,
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of

such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material,

- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
- g) design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible,
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

Subject to Sub-Clause 10.3, the Contractor shall be entitled to an extension to the Time for Completion if he is or will be delayed by any of the Employer's Risks subject to the Contractor's notification of intention without un-reasonable delay.

On receipt of an application from the Contractor, the Engineer/Employer shall consider all supporting details provided by the Contractor and the Employer shall extend the Time for Completion as appropriate.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

8.2 **Taking-Over Notice**

The Engineer shall, subject to prior approval of Employer, notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Engineer may notify the Contractor that the Works are not ready for taking over, stating the reasons accordingly.

The Employer shall take over the Works upon the issue of this notice and issue Taking Over Certificate to the Contractor. The Contractor shall promptly complete any outstanding work and, subject to Clause 9, clear the Site.

9. **REMEDYING DEFECTS**

9.1 **Remedying Defects**

The Employer may at any time prior to the expiry of the period stated in the Contract Data, notify the Contractor of any defects. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, Plant or workmanship not in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost.

9.2 **Uncovering and Testing**

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. **VARIATIONS AND CLAIMS**

10.1 **Right to Vary**

The Employer may instruct Variations.

10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or

- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent that the Contractor's failure to notify results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension to the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within 14 days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

Payment of the Contract Price shall be made as per provisions in the Contract Data.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed,
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within 28 days of submission of each statement the Engineer shall verify within seven (7) days and the Employer shall pay to the Contractor the sum that the Employer considers is due under Sub-Clause 11.2 less retention at the rate stated in the Contract Data. If the Employer disagrees with any part of the Contractor's statement, he shall specify his reasons for disagreement when making payment. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.

11.4 **Retention**

Retention shall be paid by the Employer to the Contractor within 14 days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

11.5 **Final Payment**

Within 28 days from the time for payment defined in Sub-Clause 11.4 above, the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within seven (7) days and the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within 56 days from the time referred to in Sub-Clause 11.4 above, the Employer shall pay to the Contractor any amount due. if the Employer disagrees with any part of the Contractor's final account, he shall specify his reasons for disagreement when making payment.

11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

12. **DEFAULT**

12.1 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after receipt of the Employer's notice, the Employer may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs in the second notice is to be used for the completion of the Works.

12.2 **Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 14 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of parts of the Works not executed at the date of the termination.
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3 Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to 10% of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

13. **RISK AND RESPONSIBILITY**

13.1 **Contractor's Care of the Works**

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization,
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 Days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) to (j) of the Employer's Risks. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within 14 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Tender Documents.)

Sub-Clauses of Conditions of Contract

1.1.4 The Employer means

1.1.5 The Contractor means

1.1.9 Time for Completion _____

(The time for completion of the whole of the Works should be assessed by the Employer)

1.1.20 Engineer

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) The Letter of Acceptance
- (c) The Completed Form of Bid.
- (d) Addendum / Corrigendum to Bid (if any)
- (e) Special Stipulation
- (f) The General Conditions.
- (g) The Price Bill of Quantities.
- (h) The Completed Appendices to Bid.
- (i) The Drawings;
- (j) NHA General Specifications and its addendum;
- (k) Performance Security.
- (l) _____
- (m) _____

The Employer may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable

2.1 **Provision of Site:** On the Commencement Date*

3.1 **Authorized person:** _____

3.2 **Name and address of Engineer's /Employer's representative**_____

4.4 **Performance security:**

Amount_____

Validity_____

(Form: As provided under Standard Forms* of these Documents)

5.1 **Requirements for Contractor's design (if any):**

The extent and scope of design works is related to what is not available in published NHA Standard Drawings. For available Standard Design, Contractor has to, however, submit shop Drawing after study of site conditions to incorporate necessary details.

Specification Clause No's_____

7.2 **Program:**

Time for submission: Within 14 days* of the Commencement Date.

Form of program: _____

7.4 Amount payable due to failure to complete _____per day to a maximum of 10% * of sum stated in the letter of Acceptance

(The amount for delayed completion per day of delay shall be entered by the Employer. The amount for delayed completion for each day of delay in completion of the whole of the Works, or if applicable for any Section thereof, shall be a sum equal to 10% of the likely cost of the Works divided by one-fourth of the number of days specified as completion time.)

9.1 **Period for notifying defects**

10.2 **Variation procedure:**

The details may be referred in Para 16.0 of Contract data.

Day work rates_____

_____(details)

11.1 *(a) **Terms of Payments**

This is based on following parts as per assessment of the Employer.

- i) Ten percent (10%) of Contract Price shall be paid as advance payment within 28 days after the receipt of Acceptable performance Security and Bank Guarantee.

- ii) Seventy five (75%) shall be paid in accordance with Clause 11.2 & 11.3 of Conditions of Contract.
- iii) Ten percent (10%) shall be paid on the date of issuance of Taking Over Certificate as per Clause 8.2 of Conditions of Contract.
- iv) Five percent (5%) shall be paid in accordance with Clause 11.4 of conditions of Contract.

11.2 Currency of payment: Pak. Rupees

14.1 Insurance: the Contractor will be required preferably to produce Valid policies at the time of signing of the Contract with NHA but positively before issue of letter for the Commencement of the Work.

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus 15%.

* Employer to amend as appropriate

Type of cover

Contractor's Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

(The minimum amount of third party insurance should be assessed by the Employer entered).

Workers:

This should fully cover staff and works against injury, Travel, Medical/hospitalization and accident.

Other cover*:

(In each case name of insured is contractor and Employer)

14.2 Amount to be recovered

Premium plus _____ %.

15.3 Arbitration

Place of Arbitration: Islamabad

Add following

16.0 Appendix 1 & 2 to Schedule-A to Tender

The tender rates in schedule of prices is to be filled on the basis of cost plus pattern. The enclosed Appendix-1 to schedule A is based on CSR-2014 with markup for profit and overhead. The schedule of Rates is for maintenance works in place of format at Page-29. This schedule is to be filed up with Contractor's own quoted percentage with respect to amounts indicated in the schedule.

Similarly some works may have to be carried out on Day Work basis during the maintenance period and Appendix-2 to schedule A provide rates for Manpower, Equipment and Material. The Contractor also will quote here a percentage at the foot of the last Page as his quoted percentage for Profit and Overheads and Ancillary Costs.

17.0 Resources Allocation Affidavit

The Contractor is to provide an Affidavit as Stamp Paper that he will mobilize resources as per Contract and in case of default his Contract can be terminated by the Employer on after giving a notice to mobilize resources within a specified Period.

* Employer to amend as appropriate

**Appendix-2 To
Schedule A to Tender
Day Work Basis**

**A. *Labour: (Rates* 28 days prior to tender submission date as per
Statistical bulletin as issued by Statistical Bureau of
GOP)**

- Mechanic
- Mason
- Welder
- Painter
- Labourer
- Overseer/Supervisor
- Driver

**B. *Material: (Rates* 28 days prior to tender submission date as per
Statistical bulletin as issued by Statistical Bureau of GOP)**

- Sand
- Crush
- Cement
- Bitumen
- Bricks
- Steel
- Rip rap Stone
- Reflective Pavement Studs
- Detergent
- Solvent for brush cleaning
- Brushes

**C. *Equipment and Tools hiring Charges: (Rates* 28 days prior to tender submission date as per
Statistical bulletin as issued by Statistical Bureau of GOP)**

- Tractor Trolley
- Compacter (Small)
- Milling Machine
- Mobile and Fixed Asphalt Plant
- Asphalt Paver/Finisher
- Tandam Roller
- P. T. Roller
- Generator
- Power Boomer
- Asphalt Distributor
- Bucket or Water Can
- Small ladder
- 30 meter tape
- Pick axe
- Shovel
- Delineator
- Flashing light for night time work safety
- Other Tools as required

D. Quoted Percentage to cover overhead & Profit _____%

*Note: *Rates not in bulletin, shall be decided by the Engineer.*

STANDARD FORMS

FORM OF TENDER SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with
address: _____

Name of Principal (Tenderer) with
address: _____

Penal Sum of Security (express in words and
figures): _____

Tender Reference No. _____ Date of Tender _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for _____ (Particulars of Tender) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Employer, conditioned as under:

- (1) that the Tender Security shall remain valid for a period of 28 days beyond the period of validity of the tender;
 - (2) that in the event of;
 - (a) the Principal withdraws his Tender during the period of validity of Tender, or
 - (b) the Principal does not accept the correction of his Tender Price, pursuant to Sub-Clause 16.4 of Instructions to Tenderers, or
 - (c) failure of the successful tenderer to
 - (i) furnish the required Performance Security, in accordance with Clause IT-21 of Instructions to Tenderers, or
 - (ii) sign the proposed Contract Agreement, in accordance with Clause IT-20-2 & 20.3 of Instructions to Tenderers,
- then the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Tender as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of withdrawal of the said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)
(Seal)

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY

(On Non Judicial Stamp Paper of the Government of Pakistan of appropriate value)

Guarantee No. _____
Date of Issue _____
Date of Expiry _____
Amount Secured _____

To: The Chairman
National Highway Authority
27-Mauve Area, G-9/1
P. O. Box No. 1205, Islamabad.

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken in pursuance of Contract to execute _____ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish a Bank Guarantee by a recognized bank or Insurance Bond from an NHA approved insurance company for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

NOW THEREFORE, we (the bank) _____ hereby affirm that we are the Guarantor and responsible, on behalf of the Contractor, up to a total of Rs. _____ (Rupees _____ only) such sum being payable in the types and proportions of such currencies in which the Contract Price is payable, and we undertake to pay, upon first written demand and without cavil or argument, any sum or sums within the limits of Rs _____ (Rupees _____ only) as aforesaid without needing to prove or to show grounds or reasons for demand of the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of items of the Contract or of the work to be performed thereunder or any of the Contract Documents which may be made between NHA and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect up to the date of issuance of Taking Over Certificate or Works i. e. up to _____.

We further agree to replace this guarantee with a fresh guarantee 60 days prior to the date of expiry of the guarantee being replaced, for an amount equivalent to 50% of the amount of Performance Security valid from the date of issuance of Taking Over Certificate up to eight four (84) calendar days after issuance of Defects Liability Certificate. If the guarantee is not replaced 30 days prior to the expiry of this guarantee, NHA shall have the right to call for encashment without any rhyme or reason.

SIGNATURE AND SEAL OF THE GUARANTOR

Date _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 2000 between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Tenderers shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance
 - (b) The Contract Data
 - (c) Conditions of Contract
 - (d) Schedule A-D to Tender
 - (e) Drawings
 - (f) Specifications
 - (g) Tendering Data
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

The Common Seal of _____
was hereunto affixed in the presence of:

or

Signed, Sealed and Delivered by the said _____ in the presence of:
Binding Signature of Employer _____
Binding Signature of Contractor _____

FORM OF BANK GUARANTEE FOR MOBILIZATION ADVANCE

(On the appropriate value Non-judicial stamp paper of the Government of Pakistan)

Guarantee No. _____
Date of Issue _____
Date of Expiry _____
Amount Secured _____

To

Chairman
National Highway Authority
27-Mauve Area, G-9/1
P. O. Box 1205
Islamabad

Gentlemen:

In accordance with the provisions of the Conditions of Contract, for "Mobilization Advance" of the above-mentioned Contract M/s _____ (hereinafter referred to as "Contractor") (Address _____) a bank guarantee to guarantee the repayment of the aforesaid Mobilization Advance as per Repayment Clause of the Conditions of Contract Part-II in an amount of Rs _____ (Rupees _____ only).

We, the (Bank) _____ as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to Chairman, National Highway Authority on his first demand, without whatsoever right of objection on our part and without his first claim to the Contractor, in an amount not exceeding Rs _____ (Rupees _____ only) in the event that the obligations expressed in the said Clause of the above mentioned Contract have not been fulfilled by the Contractor giving the right of claim to the Employer for recovery of the whole or part of the Advance Mobilization Loan from the Contractor under the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract Documents which may be made between the Employer and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of payment of the Mobilization Advance under the Contract until the Employer receives full payment of the same amount from the Contractor.

SIGNATURE AND SEAL _____
Name of Bank _____
Address _____

Specifications

1. NHA specification 1998 will hold good for all items to be executed
2. NHA standard drawings will be consulted for technical details and subsequently shop drawings will be prepared for approval by Engineer before execution to incorporate site or missing details.
3. To check riding quality, if considered essential at time of taking over as per clause 8.2 COC, , roughness Survey has to be performed as per good engineering practice. Similarly a condition survey of the Project shall be performed by the contractor and a report provided to the Employer/Engineer as per approved format.

***DRAWINGS**

* (Note: The Engineer/Employer may incorporate Specifications Drawings for Tendering purposes only or may include the detailed drawings in a separate volume, if necessary).

**01-NO. BRIDGE / CULVERT STRUCTURAL MAINTENANCE WORKS
(AMP 2016-17) AND 02-NO. HIGHWAY SAFETY WORKS (AMP 2017-18)
ON NATIONAL HIGHWAYS IN SINDH-NORTH REGION.**

Special Stipulations

i). Amount of performance Bound / Bank Guarantee at	:	As per Policy
ii). Period of Commencement from Engineers Order to Commence:	:	Seven (07) Days.
iii). Time for completion	:	03-Months
iv). Maintenance / Defect Liability Period	:	06-Months.
v). Amount of Liquidated Damages for delays:	:	0.10% per day of contract amount.
vi). Percentage of Retention Money	:	Five (05)%
vii). Mobilization Advance	:	Deleted
viii). Escalation Clause (35.1)	:	Deleted
ix). Secured Advance	:	Deleted

BILL OF QUANTITIES